# AP Mentoring: Program Expectations & Commitments

AP Mentoring is the College Board's online teacher-to-teacher professional support program that allows teachers to enhance their instruction by working with experienced teachers who have a record of classroom success.

### **Participation Expectations**

Below is an overview of key participation expectations to help get you started. For more detailed information, please review the below Terms and Conditions in its entirety.

#### **Program Overview**

- AP Mentoring is designed for teachers who are currently teaching AP Computer Science Principles, AP Computer Science A, AP English Literature & Composition, AP U.S. Government and Politics or AP U.S. History.
- Teachers will be registered for a Full Year Program (10 1-hour sessions between September July) or a Spring Support Program (4 1-hours sessions between January - May). Program is selected at time of purchase.
- Mentoring Sessions take place via Chronus, our AP Mentoring Platform and will be with a mentor and up to 3 other mentees.
   If the mentee does not have access to the required technology, the school is responsible for providing.

#### **Getting Started**

Once you've completed your purchase, please ensure you share these participation expectations with teachers who have been registered.

Once you've completed your purchase, here is what your teacher can expect:

- Obtain Access to Mentoring Platform: Teachers will receive an email stating that they have been granted access to an AP Mentoring Site.
- Create a Profile: When prompted by the program, teachers will be required to complete a profile within 7 days.
- Securing a Mentor: Teachers are required to select a mentor based on scheduling availability and topics of interest. If a teacher does not select a mentor within 3 weeks of profile creation, the program will assign them one. Please note, if there are specific scheduling restrictions, please ensure you email us. Purchaser is responsible for letting us know at time of purchase.
- Attend required Mentee Training: Within a month of the first meeting session, you will be expected to attend a New Mentee Training Session, online. For those teachers who are unable to attend, we will provide an alternative training option.
- Participate in trial session: Prior to the first session, teachers will have a 15 minute check-in with their mentor, to ensure that all technology is working.
- Participate in identified mentoring sessions: Mentees will receive a list of scheduled sessions for the year and will be
  expected to attend and participate. If a mentee is unable to attend a session, this should be communicated to their mentor. If

a mentee does not attend 3 sessions in a row without any communication, College Board has the right to remove mentee from the program.

Receive end-of-year certificate (Full Year Program participation only): Mentees who attend at least 9 sessions will
receive 2.0 Continuing Education Units and receive a Certificate of Completion. Mentees who attend 8 sessions will receive a
Certificate of Participation. If documentation is required outside of identified certificates, teachers should notify their mentor.

## **AP Mentoring Terms and Conditions**

AP Mentoring is College Board's online teacher-to-teacher professional support program that allows teachers looking to enhance their instruction to work with experienced teachers who have a record of classroom success ("AP Mentoring"). Participants in AP Mentoring shall be subject to the terms and conditions set forth below (this "Agreement").

**1. Definitions.** As used in this Agreement, the following terms shall mean: "Purchase" refers to the type of order placed for AP Mentoring and, dependent on the type of payment, is defined as (i.) submission of an AP Mentoring Order Form ("Order Form") and client Purchase Order ("PO"); or (ii.) submission of an Order Form and check number; or (iii.) submission of a credit card payment via the College Board Store ("CB Store"). "Teacher" or "Teachers" is defined as: The individual or individuals whose names have been submitted to the AP Mentoring program, through a Purchase, for participation as a mentee. "Purchaser" is defined as: (i) a school, school district, or state purchasing AP Mentoring on behalf of a Teacher or Teachers or (ii.) a Teacher who purchases AP Mentoring on their own behalf.

**2. Commencement of Agreement.** This Agreement shall commence upon the electronic dispatch of an official Enrollment Confirmation") from the College Board ("the CB") to Purchaser. Purchaser is responsible for reviewing and ensuring the accuracy of information within the Confirmation. Purchaser is responsible for providing all relevant information, including the terms and conditions of this Agreement, to Teacher(s). This Agreement shall expire on August 1 of the school year for which Purchaser has purchased AP Mentoring.

**3. License Grant.** The following licenses are referred to collectively as the "Licenses." The CB hereby grants to Teacher a limited, non-exclusive, non-transferable, non-assignable, revocable license during the term of this Agreement to access and use the AP Mentoring platform ("AP Mentoring Site") and to use the content provided by the CB available on the AP Mentoring Site electronically, in print, or otherwise provided to Teacher, according to the privacy policy for AP Mentoring located at https://www.collegeboard.org/privacy-policy. Access to the AP Mentoring Site is for the sole purpose of improving teaching and learning in the AP course for the year and subject(s) identified in the Confirmation.

**4. Compliance with License Terms.** Purchaser shall be responsible for Teacher's compliance with the terms of all Licenses, including the restrictions on use. If a Teacher violates any of the provisions hereof, the CB shall have the right to terminate the rights of the Teacher to use AP Mentoring, without waiver of any other remedy, whether legal or equitable.

**5. Service Providers.** The CB engages vendor(s) to furnish video conferencing and the online platform to provide a space for document sharing, scheduling, and session logs offered through the AP Mentoring Site ("Service Provider(s)"). Teacher shall comply with the Service Providers' site terms, conditions, and policies. Teacher agrees and acknowledges that any information supplied to Service Provider is subject to their security and privacy policies. The CB recommends that Teacher reads the policies of Service Provider, because their privacy practices may differ from ours. Purchaser understands and agrees that there is a risk of interruption to the AP Mentoring Site and Teacher usage is subject to Service Provider's support, data backup, and network uptime. Additionally, the AP Mentoring Site may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The CB may change the technical functionality of the AP Mentoring Site at any time upon notice (where reasonable) to Teacher, to the extent necessary to address technical and other business needs of the CB.

6. Restrictions on Use. Purchaser shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the AP Mentoring Site available for use by third parties, or use the AP Mentoring Site for the benefit of any third party; (b) remove, alter, obscure, or tamper with any trademark, copyright, or other proprietary markings or notices affixed to or contained within the AP Mentoring Site; or (c) encourage or permit any user or other third party to engage in any of the foregoing.



7. Purchaser and Teacher Obligations. Upon commencement of this Agreement, Teacher shall create an AP Mentoring profile using an online tool provided specifically for this purpose. The profile information for Teachers shall include Last Name, First Name, Email Address, School, Years of Experience, and information about mentoring preferences and availability. Teacher shall participate in AP Mentoring by selecting an AP Mentor ("Mentor"). If Teacher does not create a profile and participate in AP Mentoring within thirty (30) days after the commencement of this Agreement, this Agreement shall terminate, and Purchaser shall not be entitled to a refund of any fees paid for any Licenses or Services made available under this Agreement. Purchaser shall have one (1) week within which to create a profile in the AP Mentoring platform and select a Mentor if the Purchase is made within three (3) weeks of the AP Mentoring purchasing deadline specified on the AP Mentoring website, www.collegeboard.org/apmentoring.

Teachers who register but do not select a Mentor within the time period specified by the CB will be assigned to a Mentor. If a Teacher creates an AP Mentoring profile but withdraws before selecting or being assigned to a Mentor, this Agreement shall terminate, and the Purchaser shall be entitled to a 50% refund of any fees paid. If a Teacher creates an AP Mentoring profile and selects or is assigned to a mentor, Purchaser must pay the full fees for the Teacher's participation in the AP Mentoring program regardless of whether or not the Teacher attends mentoring sessions. During the License term and any renewal thereto, Purchaser shall provide Teachers with any required technology and equipment, including a computer, current version web browser and the hardware necessary for incoming and outgoing video and audio communications, as well as access to the video chat and mentoring platforms required to use AP Mentoring. Purchaser acknowledges and agrees that the information uploaded to the AP Mentoring Site will be accessible to the Service Provider for the purposes of providing AP Mentoring. Within a month of the first mentoring session, the Teacher is required to attend a New Mentee Training session. Purchaser shall be responsible for confirming that the duration, scope, and dates of any training sessions are in compliance with applicable local, state, and federal statutes and regulations; applicable standards of relevant national professional associations; and applicable collective bargaining agreements. The CB reserves the right to remove from AP Mentoring Teachers who miss three (3) AP Mentoring sessions in a row without communicating with AP Mentoring and/or their Mentor before or after the missed sessions. If a Teacher is removed from AP Mentoring, this Agreement will terminate, and Purchaser shall not be entitled to any refund of fees paid.

8. Fees and Payment. The fees ("Fees") for AP Mentoring shall be set forth in "Pricing" on the AP Mentoring website, www.collegeboard.org/apmentoring. The Fees are based on the number of Purchaser's participating Teachers set forth in the Confirmation. Fees shall be based on the CB's then-current prices and policies at the time of Purchase. Payment should be remitted to the CB within thirty (30) days after Purchaser's receipt of an invoice. Purchasers may pay their invoices by making a credit card payment via the CB Store or remitting a check to the address set forth on the invoice. This Agreement supersedes any conflicting terms and conditions contained in Purchaser PO.

**9. Rights after Termination**. If this Agreement or any Licenses furnished hereunder is terminated for any reason, all rights granted to Purchaser hereunder with respect to AP Mentoring shall cease, and Teacher may no longer use the AP Mentoring Site, or any material provided under AP Mentoring. Upon termination of this Agreement, the CB shall promptly terminate Teacher's access to AP Mentoring, and any and all other systems to which participating Teachers have access under this Agreement.

**10. Confidentiality**. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, or professional standards provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such requirement becomes known to the disclosing party (and in any event before any such Confidential Information is disclosed). Teacher must secure permission to share and disseminate samples of student work provided either by mentors or mentees. These samples must be non-identifiable.

**11. Proprietary Rights.** The CB and its Service Providers have expended substantial time, effort, and funds to create the AP Mentoring Program. Purchaser acknowledges and agree that the CB or CB affiliates exclusively own the copyright to (or have been



granted licenses by third parties to use) all rights, title, and interest in the AP Mentoring Program and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the AP Mentoring Site(s). Certain materials specifically designated as belonging to another party are not owned by the CB. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated, or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Agreement without express written permission of the CB or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the CB's copyrights and other proprietary rights. Use of the Content on any other AP Mentoring Site or other networked computer environment is prohibited without prior written permission from the CB.

**12. General Disclaimer.** THE CB HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**13. Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CB AND ITS AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LICENSES FURNISHED BY THE CB PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE CB OR ITS AFFILIATES, THE ACTUAL AMOUNT PAID TO THE CB UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE CB AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CB AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY PURCHASER.

14. Governing Law. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of New York without regard to choice or conflict of laws principles that would cause the application of any other laws.

**15. Force Majeure.** Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood, or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.